

Mayor
James Kallander

Council Members
Keith van den Broek
James Kacsh
David Allison
Bret Bradford
EJ Cheshier
David Reggiani
Robert Beedle

City Manager
Mark Lynch

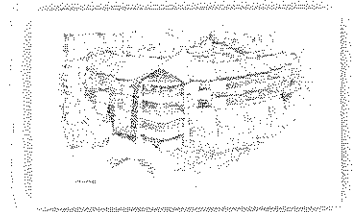
City Clerk
Susan Bourgeois

Deputy Clerk
Erika Empey
Robyn Kincaid

Student Council
Shyla Krukoff

REGULAR COUNCIL MEETING
MAY 4, 2011 @ 7:30 PM
LIBRARY MEETING ROOM

AGENDA



A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

I pledge allegiance to the Flag of the United States of America, and to the republic for which it stands, one Nation under God, indivisible with liberty and justice for all.

C. ROLL CALL

Mayor James Kallander, Council members Keith van den Broek, James Kacsh, David Allison, Bret Bradford, EJ Cheshier, David Reggiani and Robert Beedle

D. APPROVAL OF REGULAR AGENDA..... (voice vote)

E. DISCLOSURES OF CONFLICTS OF INTEREST

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speakers
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions
(Harbor, HSB, Parks & Rec, P&Z, School Board)
 - a. Student Council Representative

G. APPROVAL OF CONSENT CALENDAR..... (roll call vote)

H. APPROVAL OF MINUTES..... (voice vote)

4. Minutes of 03-16-11 Council Work Session..... (page 1)

I. CONSIDERATION OF BIDS - None

J. REPORTS OF OFFICERS

5. Mayor's Report
6. Manager's Report..... (page 3)
7. City Clerk's Report
8. Staff Reports
 - a. Moe Zamarron, COR, Cordova Center Project
 - b. Cathy Sherman, Cordova Center Phase II
 - b. John Bitney, Juneau update..... (page 4)

K. CORRESPONDENCE

9. Invitation to the Ribbon Cutting Ceremony for the Copper River Scenic Byway..... (page 6)
10. Letter from Mike Maxwell in re DMV and dispatch issues..... (page 9)

L. ORDINANCES AND RESOLUTIONS

11. Resolution 05-11-19..... (voice vote)(page 10)
A resolution of the City Council of the City of Cordova, Alaska, approving the sale of Lot 13, Block 13 Original Townsite to Joshua E. Hallquist and Karen S. Hallquist for \$8,000.00
12. Resolution 05-11-20..... (roll call vote)(page 26)
A resolution of the City Council of the City of Cordova, Alaska authorizing the City to loan the Cordova School District up to \$500,000 to pay construction costs for the Cordova Jr/Sr High

School ILP building until such time that a bond sale occurs and the amount loaned shall be repaid from the bond proceeds .

13. Resolution 05-11-21..... (voice vote)(page 28)

A resolution of the City Council of the City of Cordova, Alaska commemorating the Cordova Coal Party of May 4, 1911, focusing attention on the federal government's current stranglehold on Alaska, and calling on the president of the United States, U.S. Secretary of the Interior, U.S. Senate, and Congress to develop common sense policies that allow Alaska and the rest of the nation to utilize the nation's abundant resources in a safe, environmentally sound manner that serves the best interests of Americans

14. Resolution 05-11-22..... (voice vote)(page 33)

A resolution of the City Council of the City of Cordova, Alaska, approving a site plan for Trident Seafoods Inc. to construct a 1,200 square foot screen house on lot 7, block 1, Cordova Industrial Park

M. UNFINISHED BUSINESS - none

N. NEW & MISCELLANEOUS BUSINESS

15. Senior Exemption filing discussion..... (voice vote)(page 53)

16. Harborside Pizza lease payments refund (voice vote)(page 55)

17. North Fill Boat Launch Ramp Improvement discussion

18. Pending Agenda and Calendar..... (page 59)

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

19. Council Comments

Q. EXECUTIVE SESSION

20. Employee Salary Review

21. City Clerk's Annual Evaluation

R. ADJOURNMENT

Executive Sessions: Subjects which may be discussed are: (1) Matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government; (2) Subjects that tend prejudice the reputation and character of any person; provided that the person may request a public discussion; (3) Matters which by law, municipal charter or code are required to be confidential; (4) Matters involving consideration of governmental records that by law are not subject to public disclosures.

**If you have a disability that makes it difficult to attend city-sponsored functions,
you may contact 424-6200 for assistance.**

**CITY COUNCIL WORK SESSION
MARCH 16, 2011 @ 6:30 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kallander called the Council Work Session to order at 6:30 pm on March 16, 2011 in the Library Meeting Room.

B. ROLL CALL

Present for roll call were *Mayor James Kallander*, Council members *Jim Kacsh*, *Bret Bradford*, *David Reggiani* and *Robert Beedle*. Absent were Council members *Keith van den Broek*, *David Allison* and *EJ Cheshier*. Also present were City Manager *Mark Lynch*, City Clerk *Susan Bourgeois* and Deputy City Clerk *Robyn Kincaid*.

C. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Audience Comments regarding agenda items - none

D. WORK SESSION TOPIC

2. BOE (Board of Equalization) Training presentation by State Assessor, Steve Van Sant
Mayor Kallander introduced *Steve Van Sant* as the State assessor and turned the meeting over to him. *Van Sant* gave a little background on his experience and his role in the property assessing world. He informed Council that Cordova's assessments did go up 15-25% across the board so he is sure there will be appeals this year for the BOE. His training for Council will focus on their responsibilities on the BOE to the appellants. *Van Sant* worked through a power-point training he had prepared for the meeting. He differentiated for Council the difference between the terms *appraisal* and *assessment*. An *appraisal* is the appraiser's opinion or estimate on what the property can or would be sold for in the current market. An *assessment* is a systematic logical method of processing data into value estimates. The two will be different values. He explained the differences between different types of tax-exempt properties. A sales ratio is calculated into the assessment as well. If a property is assessed at 80K but it sells for 100K than it is assessed at 80%. By state statute it must be assessed at its full value, 100%, so we raise the assessment from the 80% to 100%. The result is that the formula used to calculate the local school contribution includes the values of the properties that are exempted. This means all personal property, boats, airplanes, automobiles, machine equipment, inventory and the sales ratio get calculated into that formula. This tells what the school contribution should be from the City. A fee appraisal is an appraisal done based on many homes of similar value calculated in a computer to find its appraised amount.

Some people think that property tax is a penalty for owning property when in fact it is payment for services that property can utilize; such as schools, fire, police, infrastructure, road maintenance etc. Property tax is just a way that was devised to pay for these services. Many appellants come to the BOE complaining about taxes. The BOE is not to judge based on tax amounts; its focus is the assessment itself. If someone does not want to pay for services, than that needs to be brought to light at budget time. Many people equate a high assessment with higher taxes when in fact it will be the mil rate that the Council will set that will determine the amount of taxes that will be applied to property assessments. If assessments have gone up, that okay because it is across the board.

Van Sant told Council that the Property tax records should go paperless and be available online for comparisons and easy access for tax assessment offices and potential buyers.

The appellant bears the burden of proof. They need to bring facts of why the assessment is wrong. If they can convince you that the assessment is wrong, than they have proven their appeal. It is not the BOE's responsibility to bring proof or offer personal knowledge. It has to be based on the proof given

by the appellant. If facts are not presented than the assessment cannot be changed. *Van Sant* explained the details of the appeal process to the Council. *Beedle* asked if people have access to other people's taxes for comparisons. *Van Sant* replied that all assessments and property cards are publicly accessible through the clerk's office. He mentioned that it's all available in paper form but it could be made available through the internet someday. *Kallander* asked if they can raise the value on an assessment that comes to BOE even if the appeal is to have it lowered. The response was, yes, as long as there is satisfactory evidence to support the decision. *Van Sant* spoke to the fact that late appeals are not addressed by statute but the Council must be sure to be consistent in dealings with late appeals. A late appeal is an appeal that comes in 30 days after the assessments have been mailed out. He suggested to Council that they should not make a small decrease just to make someone happier. It's not fair to everyone else's assessment and it creates a standard so that they will come back every year and try to get that small decrees. All assessments are based on or before January 1st. So anything that happens to the property after that, whether it burns or gets damaged, does not affect the value. This can be written into code, so if a disaster does occur that the property tax burden can be lifted, but currently it is not in Cordova's City code.

Van Sant informed Council that while in town he is doing a limited audit and he will be preparing a report that he hopes will get presented to Council for review. He highlighted a few things that he found that will be addressed in more detail in his report.

Kallander asked *Van Sant* if there was something unusual about Cordova that made the assessments go up? *Van Sant* responded that he looked at some of the assessments and they did not look out of line.

Kallander asked if the housing market is linked to the assessment. *Van Sant* said that supply and demand will push the values. *Beedle* asked if improvements to the home and or property increase the value of the home there-by increasing the amount of taxes their going to have to pay why anybody would want to improve their homes. *Van Sant* replied that the mil rate is set based on the amount of money the City is requiring to achieve the budgeted amount. Most people maintain their homes. They can choose to not improve on their homes if they choose to but that doesn't necessarily mean they will be paying less in taxes. If someone does not want to pay taxes, than they need to present their case at budget time.

E. AUDIENCE PARTICIPATION - none

F. COUNCIL COMMENTS

G. ADJOURNMENT

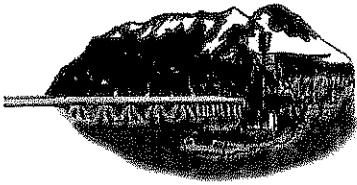
M/Bradford S/Kacsh to adjourn the work session at 7:25 pm.

Vote on motion: 4 yeas, 0 nays. Motion was approved; meeting was adjourned.

Approved:

Attest: _____

Robyn Kincaid, Deputy City Clerk



CITY OF CORDOVA

Office of City Manager

City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574
Phone: (907) 424-6200
Fax: (907) 424-6000
Email: citymanager@cityofcordova.net
Web: www.cityofcordova.net

April 27, 2011 Manager's Report (for 05/04/11 Council meeting)

- 4/14, Work on office housekeeping, filing, etc. Go through bills.
- 4/15, Work on code issues. Sign checks. Personnel matters.
- 4.16, General office housekeeping. Work on legal issues.
- 4/17, Meet with Noel Rea concerning Hospital RFP.
- 4/18, Cordova Center Task Force meeting. Planning & Zoning meeting.
- 4/19, Work on Hospital RFP. Employee evaluations.
- 4/20, Work on PERS issues. Council meeting.
- 4/21, Redistricting meeting at Library. Public Safety Building meeting.
- 4/22, Meet with Union business rep & stewards.
- 4/23, General office housekeeping.
- 4/25, Staff meeting. Employee evaluations.
- 4/26, Meeting to discuss recreation plan at Forest Service.
- 4/27, Work on Council packet. Manager's report. Interview Project Manager for Cordova Center.

Update from John Bitney

Here is a summary wrap-up of the Legislative Session. Please keep in mind that we are still in Special Session, and right now there has been little progress toward resolving the impasse between the Senate, House, and Governor regarding the Capital Budget.

Summary

On April 17, the Legislature adjourned the regular session. Governor Parnell called the legislature back into Special Session the next day in order to finish up a list of 10 bills. The main issue is reaching consensus on overall spending levels in the Capital Budget, and there is a lot of discussion over a list of energy projects that exceed \$400 million.

At the moment, the Capital Budget (SB46) remains pending in the Senate Finance Committee. Here is a list of the projects for Cordova in the most recent version of the budget:

- \$2 million to City of Cordova for "Hospital Maintenance and Equipment". This is the #1 priority project requested by the City Council.
- \$1.4 million to City of Cordova for "Breakwater Extension and Boat Ramp". This the funding level that was requested for priority item #2, but the scope of the funds was expanded to also include priority item #3. In other words, the funding can be used to advance both projects.

Other projects of interest:

- \$2,224,000 to PWSAC for Cannery Creek Hatchery
- \$838,000 to PWSAC for Gulkana Hatchery
- \$2,113,000 to PWSAC for Main Bay Hatchery
- \$650,000 to ADF&G for Cordova Dock and Uplands Improvements
- \$11,465,000 to AK DOT&PF for Copper River Highway Million Dollar Bridge repairs

Please keep in mind - this Capital Budget is still a work in progress.

Bills That Passed

Here is a summary of some of the bills of interest that either passed or are still pending during the Special Session:

Coastal Zone Management is still pending as part of the Special Session agenda.

SB42 has passed, and is waiting for signature by the governor. The key part of the bill is authorization for the Alaska Energy Authority (AEA) to begin pursuing a large hydroelectric dam project on the Susitna River. The bill proposes for the state to build, own and operate the dam. SB42 also includes authorizations for loans to two power projects - Cordova Electric Cooperative's Humpback Creek Hydroelectric Project will get \$5 million, and Hydaburg's Reyholds Creek Hydroelectric Project will get \$11 million.

HJR17 passed the legislature and is waiting for signature by Governor Parnell. The resolution requests the US Congress and the Obama Administration to limit any new regulations and policies by the Environmental Protection Agency (EPA). This resolution was the result of conversations between municipalities and the House Community & Regional Affairs Committee about EPA standards for drinking water and wastewater treatment.

SB84 passed, and is waiting for signature by Governor Parnell. This bill would increase the K-12 Education formula by adding a 1% multiplying factor for vocational and technical instruction. For the Cordova School District, this would generate about \$65,000 a year in additional funding.

HB155 passed the legislature and is waiting for signature by Governor Parnell. This bill would exempt public construction contracts from Little Davis Bacon wages if they are less than \$25,000. The limit was contracts for less than \$2,000.

Bills That Didn't Pass

These are some of the bills of interest that did not pass, but will be pending next session:

HB110 is the Governor's oil tax reduction. After passing the House, the bill was referred to the Senate Labor & Commerce Committee, and will be pending next session.

SB97 is in the House Finance Committee. This bill would increase funding for Municipal Revenue Sharing and K-12 Education if oil revenues generate a surplus beyond the amount necessary to balance the state budget. The effective date on the bill is for next year, so any funding based on the bill wouldn't have appeared until next year's budget. Any potential increases in Municipal Revenue Sharing this year will be part of the Capital Budget.

SB100 is in the Senate Finance Committee. This bill would have amended the PERS program to eliminate termination studies for municipalities. This issue impacts several small municipal governments around the state, and may be partially addressed by administrative regulations. Nonetheless, the Department of Administration did not express support for the bill - which will make its ultimate chances of passage in its current form unlikely.

HB64 is in the House Finance Committee. This bill originally proposed to reduce vehicle registration fees for cars that are owned longer than 8 years. A new bill proposal would give municipal governments the authority to set vehicle registration fees at any level. This bill will likely get a hearing early next session.

HB170 is in the House Community & Regional Affairs. This bill would have mandated a property exemption on the first \$200,000 of assessed value for firefighters and emergency responders. There was one hearing on the bill, and numerous concerns were expressed by the committee regarding the mandatory nature of the bill.

Conclusion

Until we know the outcome of the Capital Budget, there are still numerous items still up in the air.

Susan Bourgeois

From: Susan Bourgeois
Sent: Friday, April 22, 2011 9:21 AM
To: Bret Bradford; David Allison; David Reggiani; EJ Cheshier; James Kacsh; James Kallander; 'Keith van den broek'; 'Robert Beedle'
Subject: FW: Copper River Scenic Byway Ribbon Cutting Sat. May 7th 11:30-noon Kiosk on CPH
Attachments: CRH ScenicByway Ribbon cutting, may 7th 1130 am.docx

This just in with details about the CRH Scenic Byway Ribbon Cutting

Thought I'd pass it along

Robyn Kincaid
Deputy City Clerk
(Standing in for Susan)

Susan Bourgeois, City Clerk
City of Cordova
PO Box 1210
Cordova, AK 99574
(907) 424-6248

From: Linda B. Crider [mailto:lbcriders@nveyak.org]
Sent: Thursday, April 21, 2011 4:41 PM
To: Angela Arnold; Linda Crider; Linda B. Crider; Martin Moe; Teresa Benson; Dave Zastrow; Kristiin Carpenter; Jason Borer; Susanna Marquette; Allen Marquette; Jack Stevenson; Susan Bourgeois; Clay Koplin; Keith Van Den Broek; Tom Cohenour; Samantha Greenwood; Aurora Lang; Nancy Bird; Darrel Olsen; Carol Hoover; Glenn Hollowell; Steve Moffitt; Megan Marie; Marc Cloward; Luke Borer
Cc: angela@nveyak
Subject: Copper River Scenic Byway Ribbon Cutting Sat. May 7th 11:30-noon Kiosk on CPH

Yeah!!! We received the designation. Here is notice about ribbon cutting ceremony during Shorebird festival. Sat. May 7th 11:30 - noon at Kiosk (9 mile near airport). A group will be biking out if you want to join by bike (meet at 9:45 at hospital parking lot). Refreshments!! and t-shirts.

Steering committee meeting date - looking at week following, tentative May 10 or 11 let me know what times work that you could attend.

Thanks. See you may 7th!
see attachment.

We are very pleased to announce that the Copper River Highway (from Ferry Terminal to the Million Dollar Bridge was officially designated an official State of Alaska "Scenic Byway" by Commissioner Marc A. Luiken on Feb. 24, 2011. This designation recognizes the spectacular scenery, abundant wildlife, natural attributes, recreational opportunities and rich history and culture of the area.

An official designation RIBBON CUTTING CEREMONY will be held on Saturday, May 7th 11:30 a.m. to noon at the interpretive kiosk on the Copper River Highway (approx mile 9 before the airport). Please join us by whatever mode of transport you chose to help celebrate this wonderful occasion. A group bike ride will leave from hospital parking lot at 9:45 a.m. Refreshments will be served and commemorative t-shirts to the first 300 people to claim them. A series of group photographs will be taken at noon. Please come and be part of this celebration.

**SAT. MAY 7 11:30 to NOON, KIOSK at mile 9 on Copper River Highway
Ribbon cutting celebration for Copper River Highway Scenic Byway**

Scenic Byway Designation

In recognition of spectacular scenery, abundant wildlife, natural attributes, recreational opportunities and rich history and culture, the

Copper River Highway

Is hereby designated as an Official State Scenic Byway



A handwritten signature in black ink, appearing to read "Marc A. Luiken", written over a horizontal line.

Marc A. Luiken., Commissioner



February 24, 2011

Brought to city Hall 11:25 4-26-11

To whom it may concern,

I Michael D. Maxwell would like to get on the May 4th city council agenda to speak about DMV + Dispatch Issues. Please call Robert Beedle and Brett ~~Hedges~~ ^{Bradford} for approval for this agenda item.

Respectfully

M. Maxwell

4-26-11

RECEIVED

APR 26 2011

City of Cordova

Sue Duma
11:25 AM

Memorandum

To: City Council
Thru: Samantha Greenwood, City Planner
Date: April 28, 2011
Re: Joshua and Karen Hallquist purchase agreement
Lot 13, Block 13, Original Townsite (02-373-243)

PART I. GENERAL INFORMATION:

On January 15th 2010 the public proposal period for Lot 13, Block 13 closed. Planning and Zoning Commission at their February 9, 2010 meeting recommended that city council accept the proposal submitted by Joshua E. Hallquist and Karen S. Hallquist to leave the lot as green space as the best proposal for the purchase. The lot is 2500 square feet and is not large enough to meet the minimum lot size for the medium density residential. The motion at the Planning and Zoning meeting was:

"I move that the Planning Commission recommend **approval** of the sale of Lot 13, Block 13, Original Townsite to Josh and Karen Hallquist for fair market value, with a restriction on the deed or similar measure to prevent the lot from being sold separately from the lot the already owned by the Hallquists".

At the March 3, 2010 meeting the City Council accepted the Planning and Zoning recommendation to sale the Property to the Hallquist.

"I move that the City Council Approve the sale of Lot 13, Block 13, Original Townsite to Josh and Karen Hallquist for fair market value, with a restriction on the deed or similar measure to prevent the lot from being sold separately from the lot the already owned by the Hallquists".

Planning and Zoning at their February 2, 2011 meeting approved a replat vacating Lots 11, 12, and 13 of Block 13 and replating the lots to 11A, Block 13. This replat prevents the lot from being sold separately from the Hallquist other lots. The replat has been approved by Planning and Zoning but is not valid until signed by the city, the Hallquist and recorded. In order to meet the special condition of the sale the replat has to be in place prior to the sell being final. Immediately after the signing of the purchase agreement the replat will be signed and sent to the recorder's office.

The Resolution, Sale and Purchase Agreement, Quitclaim Deed has been prepared for this sale and is included.

PART II. RECOMMENDED CITY COUNCIL MOTION:

Motion for Approval:

"I move that the resolution approving the sale of Lot 13, Block 13 original townsite to Joshua E. Hallquist and Karen S. Hallquist for \$8,000.00 be accepted."

**CITY OF CORDOVA, ALASKA
RESOLUTION 05-11-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING THE SALE OF LOT 13, BLOCK 13 ORIGINAL TOWNSITE TO JOSHUA E.
HALLQUIST AND KAREN S. HALLQUIST FOR \$8,000.00**

WHEREAS, pursuant to CMC 5.22.030, the City of Cordova ("City") solicited proposals for the purchase of Lot Thirteen (13), Block Thirteen (13) Original Townsite (the "Property"); and

WHEREAS, the Planning and Zoning Commission at their February 9, 2010 meeting recommended that city council accept the proposal submitted by Joshua E. Hallquist and Karen S. Hallquist as the best proposal for the purchase of the Property; and

WHEREAS, at the March 3, 2010 meeting the City Council approved the sale of the Property to Joshua E. Hallquist and Karen S. Hallquist; and

WHEREAS, the purchase price is the appraised fair market value of the Property, which is \$8,000.00; and

WHEREAS, the sale of the Property for the appraised fair market value is in the City's best interests;

NOW, THEREFORE BE IT RESOLVED THAT the City Manager is authorized and directed to convey the Property to Joshua E. Hallquist and Karen S. Hallquist in accordance with the terms in the Purchase and Sale Agreement and quitclaim deed attached to this resolution as Attachment A. The form and content of the Purchase and Sale Agreement and Quit Claim Deed submitted as Attachment A to this resolution are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver such documents on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting. From and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the documents as executed.

PASSED AND APPROVED THIS 4th DAY OF MAY, 2011.

Jim Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of May __ 2011 (the "Effective Date"), by and between the CITY OF CORDOVA, an Alaska municipal corporation ("Seller"), whose address is P.O. Box 1210, Cordova, Alaska 99574, and JOSHUA E. HALLQUIST and KAREN S. HALLQUIST ("Purchasers"), whose address is P.O. Box 861, Cordova, Alaska 99574.

WHEREAS, Seller is the owner of certain real property located in the City of Cordova, Alaska, more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Purchasers have agreed to replat the Property, in a manner approved by Seller, to consolidate the Property with other real property adjacent to the Property and owned by the Purchasers as of the Effective Date, such replat to be consistent with plans submitted to and approved by the City of Cordova Planning Commission; and

WHEREAS, Purchasers have funds to pay the cost of acquiring the Property; and

WHEREAS, Purchasers desire to buy from Seller, and Seller desires to sell to Purchasers, the Property, subject to and in accordance with the terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchasers hereby agree as follows:

1. **Purchase and Sale.** Seller hereby agrees to sell, assign and convey to Purchasers, and Purchasers hereby agree to purchase from Seller, all of Seller's right, title and interest in and to that certain real property located in the Cordova Recording District, Third Judicial District, State of Alaska, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with any and all improvements thereon, and all rights, privileges, easements and appurtenances thereto (the "Property").

2. **The Purchase Price.** The purchase price for the Property is Eight Thousand Dollars (\$8,000.00) (the "Purchase Price") and shall be paid to Seller by Purchasers at the Closing (as that term is defined in Section 11 below) as follows:

(a) Within five (5) business days after execution of this Agreement by all parties, Purchasers shall deposit a fully executed copy of this Agreement, and the sum of Five Hundred Dollars (\$500.00) as an earnest money deposit (the "Deposit"), in escrow ("Opening of Escrow") with Pacific Northwest Title of Alaska, Inc. ("Escrow Agent").

(b) In the event the purchase and sale of the Property is consummated as contemplated hereunder, the Deposit shall be retained by Seller and credited against the Purchase Price at Closing, or otherwise disbursed in accordance with this Agreement.

(c) The balance of the Purchase Price over and above the amount paid by or credited to Purchasers pursuant to Section 2(b) above shall be paid to Seller in immediately available funds at the Closing.

3. Title.

(a) Seller shall order from Pacific Northwest Title of Alaska, Inc., ("Title Company"), and shall deliver to Purchasers within ten (10) days following the Opening of Escrow, a preliminary title report pertaining to the Property (the "Commitment"), together with legible (to the extent available) copies of all documents relating to the title exceptions referred to in such Commitment.

(b) Within fifteen (15) days after the delivery of the Commitment, Purchasers shall notify Seller in writing of any title exceptions identified in the Commitment which Purchasers disapprove. Any exception not disapproved in writing within said fifteen (15) day period shall be deemed approved by Purchasers, and shall constitute a "Permitted Exception" hereunder. Purchasers and Seller hereby agree that all non-delinquent property taxes and assessments shall also constitute "Permitted Exceptions." Within ten (10) days after receipt of Purchasers' written notice of disapproved title exceptions, if any, Seller shall notify Purchasers in writing of any disapproved title exceptions which Seller is unable or unwilling to cause to be removed prior to or at Closing. Seller's failure to give such notice shall be deemed an election not to remove any disapproved title exceptions. With respect to such exceptions, Purchasers then shall elect, by giving written notice to Seller and Escrow Agent within ten (10) days thereafter, (x) to terminate this Agreement, or (y) to waive their disapproval of such exceptions, in which case such exceptions shall then be deemed to be Permitted Exceptions. Purchasers' failure to give such notice shall be deemed an election to waive the disapproval of any such exception. In the event Purchasers elect to terminate this Agreement in accordance with clause (x) above, the Deposit, without interest, shall be immediately refunded to Purchasers; provided, however, that Purchasers shall be responsible for any title or escrow cancellation fees.

4. Representations and Warranties of Seller. Seller represents and warrants to Purchasers that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of the Closing:

(a) This Agreement is, and all the documents executed by Seller which are to be delivered to Purchasers at the Closing will be, legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms and does not and will not violate any provisions of any agreement to which Seller is a party or to which it or the Property is subject.

(b) Purchasers shall purchase the Property based on Purchasers' own prior investigation and examination of the Property (or Purchasers' election not to do so) and upon the warranties, covenants and representations contained in this Agreement; AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASERS ARE PURCHASING THE PROPERTY IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS. Except as may be set forth in this Agreement, Purchasers hereby waive, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

5. Representations, Warranties and Covenants of Purchasers.
Purchasers represent and warrant to Seller that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of the Closing:

(a) This Agreement is, and all the documents executed by Purchasers which are to be delivered to Seller at the Closing will be, duly authorized, executed, and delivered by Purchasers, and is and will be legal, valid, and binding obligations of Purchasers enforceable against Purchasers in accordance with their respective terms and does not and will not violate any provisions of any agreement to which either Purchaser is a party or to which it is subject.

6. Conditions Precedent to Closing.

(a) The following shall be conditions precedent to Seller's obligation to consummate the purchase and sale transaction contemplated herein (the "Seller's Conditions Precedent"):

(1) Purchasers shall not have terminated this Agreement in accordance with Section 3, Section 13 or Section 14 of this Agreement within the time periods described in said Sections.

(2) Purchasers shall have delivered to Escrow Agent, prior to or at the Closing, for disbursement as directed hereunder, all cash or other immediately available funds due from Purchasers in accordance with this Agreement.

(3) There shall be no uncured breach of any of Purchasers' representations or warranties set forth in Section 5, as of the Closing.

(4) Purchasers shall have delivered to Escrow Agent the items described in Section 9.

(5) The timely performance by Purchasers of each and every obligation imposed upon Purchasers hereunder.

The conditions set forth in this Section 6(a) are solely for the benefit of Seller and may be waived only by Seller and only in writing. Seller shall, at all times prior to the termination of this Agreement, have the right to waive any of these conditions.

(b) The following shall be conditions precedent to Purchasers' obligation to consummate the purchase and sale transaction contemplated herein (the "Purchasers' Conditions Precedent"):

(1) Purchasers shall not have terminated this Agreement in accordance with Section 3, Section 13 or Section 14 of this Agreement within the time periods described in said Sections.

(2) Title Company shall be committed to issue, at the Closing, an owner's policy of title insurance (the "Title Policy"), insuring Purchasers' interest in the Property, dated the day of the Closing, with liability in the amount of the Purchase Price, subject only to the Permitted Exceptions.

(3) There shall be no uncured breach of any of Seller's representations or warranties as set forth in Section 4 or the covenants as set forth in Section 7, as of the Closing.

(4) Seller shall have delivered the items described in Section 8.

(5) The timely performance by Seller of each and every obligation imposed upon Seller hereunder.

The conditions set forth in this Section 6(b) are solely for the benefit of Purchasers and may be waived only by Purchasers and only in writing. Purchasers shall, at all times prior to the termination of this Agreement, have the right to waive any of these conditions.

7. Covenants of Seller. Seller hereby covenants with Purchasers, as follows:

(a) After the date hereof and prior to the Closing, no part of the Property, or any interest therein, will be voluntarily sold, mortgaged, encumbered, leased or otherwise transferred without Purchasers' consent which may be withheld in their sole and absolute discretion.

(b) Seller agrees to notify Purchasers promptly of the occurrence of any event which violates any covenant set forth in this Section 7.

8. Seller's Closing Deliveries. At or prior to the Closing, Seller shall deliver to Escrow Agent the following:

(a) A Quitclaim Deed in the form attached hereto as Exhibit B, executed by Seller conveying the Property to Purchasers (the "Deed").

(b) A closing statement prepared by the Title Company itemizing and approving all receipts and disbursements made in connection with Closing.

(c) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

9. **Purchasers' Closing Deliveries.** At or prior to the Closing, Purchasers shall deliver to Escrow Agent the following:

(a) The balance of the Purchase Price, together with such other sums as Escrow Agent shall require to pay Purchasers' share of the Closing costs, prorations, reimbursements and adjustments as set forth in Section 10 and Section 12, in immediately available funds.

(b) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

10. **Prorations and Adjustments.** The following shall be prorated and adjusted between Seller and Purchasers as of the day of the Closing, except as otherwise specified:

(a) General real estate, personal property and ad valorem taxes and assessments, and any improvement or other bonds encumbering the Property, for the current tax year for the Property. Purchasers are not responsible for delinquent real estate taxes, personal property taxes, ad valorem taxes, or assessments arising prior to Closing.

(b) Utility charges, if any. Purchasers acknowledge and agree that Seller shall be entitled to all refunds of utility deposits with respect to the Property and that such amounts are not to be assigned to Purchasers in connection with the sale of the Property. However, Purchasers will be responsible for any additional assessments effective prior to Closing, of which notice is received after Closing.

For purposes of calculating prorations, Purchasers shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty-five (365) day year. In no event will there be any proration of insurance premiums under Seller's existing policies of insurance relating to the Property, and Purchasers acknowledge and agree that none of Seller's insurance policies (or any proceeds payable thereunder) will be assigned to Purchasers at the Closing, and Purchasers shall be solely obligated to obtain any and all insurance that they deem necessary or desirable. The provisions of this Section 10 shall survive the Closing.

11. **Closing.** The purchase and sale contemplated herein shall close on or before sixty (60) days after the Effective Date (the "Closing") or on such other specific date and time mutually agreed to by the parties. As used herein, the term "Closing" means the date and time that the Deed is recorded in the Cordova Recording District, Third Judicial District, State of Alaska (the "Official Records"). The Closing shall occur at the offices of the Escrow Agent as set forth in Section 17(m).

12. **Closing Costs.** Purchasers shall pay the fee for recording the Deed, the premium for the Title Policy. Seller shall pay the cost of any documentary transfer tax due in connection with the consummation of the transactions contemplated herein. Seller and Purchasers each shall pay one-half of all other escrow and closing costs. Each party shall bear the expense of its own counsel. Unless otherwise specified herein, if the sale of the Property contemplated hereunder does not occur because of a default on the part of Purchasers, all escrow cancellation and title fees shall be paid by Purchasers; if the sale of the Property does not occur because of a default on the part of Seller, all escrow cancellation and title fees shall be paid by Seller.

13. **Risk of Loss.** If prior to the Closing, any portion of the Property is subject to a taking, or eminent domain proceedings are commenced, by public authority (other than Seller) against all or any portion of the Property, Purchasers shall have the right, exercisable by giving notice to Seller within ten (10) business days after receiving written notice of such taking (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder (except as may be expressly provided to the contrary elsewhere in this Agreement), and any money (including, without limitation, the Deposit and all interest accrued thereon) or documents in escrow shall be returned to the party depositing the same, and Purchasers and Seller each shall be responsible for one-half of any title or escrow cancellation fee, or (ii) to accept the Property in its then condition, without any abatement or reduction in the Purchase Price, and receive an assignment of all of Seller's rights to any condemnation award payable by reason of such taking. Purchasers' failure to elect timely shall be deemed an election of (ii). If Purchasers elect to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Purchasers' prior written consent. As used in this Section 13, "taking" shall mean any transfer of the Property or any portion thereof to a governmental entity (other than Seller) or other party with appropriate authority, by exercise of the power of eminent domain.

14. **Default.**

(a) No party shall be deemed to be in default hereunder unless such party fails to cure an alleged default within ten (10) days after receipt from the other party of written notice thereof; provided, however, that (i) if such alleged default is not susceptible of being cured within said ten (10) day period, such party shall not be deemed in default hereunder so long as such party commences to cure the alleged default within said ten (10) day period and diligently prosecutes the same to completion within thirty (30) days; and (ii) no notice shall be required or cure period permitted in the

event the alleged default is a failure to close the transaction contemplated hereby at the Closing.

(b) In the event of a default by Seller hereunder, Purchasers shall be entitled, in addition to any and all other remedies to which Purchasers may be entitled at law or in equity, (i) to terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Purchasers and neither party shall have any further rights, obligations, or liabilities hereunder, or (ii) to enforce Seller's obligations hereunder by a suit for specific performance, in which event Purchasers shall be entitled to such injunctive relief as may be necessary to prevent Seller's disposition of the Property pending final judgment in such suit.

(c) In the event of a default by Purchasers hereunder, Seller shall be entitled, as Seller's sole and exclusive remedy, to terminate this Agreement by written notice to Purchasers, in which event, the Deposit shall be retained by Seller as liquidated damages; thereafter, neither party shall have any further rights, obligations, or liabilities hereunder. The parties acknowledge and agree that the actual damages in such event are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined.

15. **Escrow.**

(a) Instructions. Within five (5) business days after execution of this Agreement, Purchasers shall deposit a copy of this Agreement executed by both Purchasers and Seller with Escrow Agent. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as Seller and Purchasers shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchasers.

(b) Deposits into Escrow. Seller shall make its deliveries into escrow in accordance with Section 8. Purchasers shall make their deliveries into escrow in accordance with Section 9. Escrow Agent is hereby authorized to close the escrow only if and when: (i) Escrow Agent has received all items to be delivered by Seller and Purchasers pursuant to Sections 8 and 9; and (ii) Title Company can and will issue the Title Policy concurrently with the Closing.

(c) Close of Escrow. Provided that Escrow Agent shall not have received written notice in a timely manner from Purchasers or Seller of the failure of any condition to the Closing or of the termination of the escrow, and if and when Seller and Purchasers have deposited into escrow the matters required by this Agreement and Title Company can and will issue the Title Policy concurrently with the Closing, Escrow Agent shall:

(1) Deliver to Seller the Purchase Price, after satisfying the Closing costs, prorations and adjustments to be paid by Seller pursuant to Section 10 and Section 12, respectively.

(2) Deliver to Purchasers the Deed by causing it to be recorded in the Official Records of the Cordova Recording District, Third Judicial District, State of Alaska and immediately upon recording delivering to Purchasers a conformed copy of the Deed.

(3) Deliver to Purchasers any funds deposited by Purchasers, and any interest earned thereon, in excess of the amount required to be paid by Purchasers hereunder.

(4) Deliver the Title Policy issued by Title Company to Purchasers.

16. Reciprocal Indemnification.

(a) Seller hereby agrees to indemnify, hold harmless and defend Purchasers from and against any and all loss, damage, claim, cost and expense and any other liability whatsoever, including without limitation reasonable attorneys' fees, charges and costs, incurred by Purchasers by reason of: (i) Seller's breach of any covenants, representations or warranties of Seller contained in this Agreement which survive the Closing, or (ii) without limiting the generality of the foregoing, Seller's failure to duly perform and discharge Retained Liabilities, as defined below. The Retained Liabilities include: (i) any liability the existence of which would constitute a breach of any of Seller's representations or warranties contained in Section 4; and (ii) any expenses, liabilities or obligations relating to the Property or its operation arising from acts, omissions, occurrences or matters that took place prior to the Closing.

(b) Purchasers hereby agree to indemnify, hold harmless and defend Seller from and against any and all loss, damage, claim, cost and expense and any other liability whatsoever, including without limitation reasonable attorneys' fees, incurred by Seller by reason of: (i) Purchasers' breach of any covenants, representations or warranties of Purchasers contained in this Agreement which survive the Closing, or (ii) without limiting the generality of the foregoing, Purchasers' failure to duly perform the Assumed Liabilities. The Assumed Liabilities include: (i) Seller's obligations and liabilities with respect to the Property or its operation which are expressly assumed in writing by Purchasers pursuant to this Agreement or documents delivered at Closing; and (ii) any expenses, liabilities or obligations relating to the Property or its operation arising from acts, omissions, occurrences or matters that take place on or after the Closing.

17. General Provisions.

(a) Each individual executing this Agreement hereby represents and warrants that he or she has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he or she is executing this Agreement to the terms hereof.

(b) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which such period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next business day.

(c) Seller represents and warrants to Purchasers, and Purchasers represents and warrant to Seller, that there is no broker, finder, or other intermediary of any kind with whom such party has dealt in connection with the transaction contemplated hereby, and each party agrees to indemnify, defend, and hold harmless the other from any claim made by any broker or agent alleging entitlement to any fee or commission as a result of having dealt with the indemnifying party.

(d) This Agreement, including all exhibits attached hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants with respect thereto not contained herein.

(e) This Agreement may be amended only by a written instrument executed by all of the parties hereto.

(f) No waiver of any condition or provision of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be deemed or construed as a waiver of any other or similar provision or of any future event, act, or default.

(g) If any provision of this Agreement is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be deemed excised from this Agreement and replaced by a valid provision as close in meaning and intent as the excised provision, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as so replaced, as the case may be.

(h) Headings of articles and sections herein are for convenience of reference only and shall not be construed as part of this Agreement.

(i) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

(j) This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

(k) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute a single instrument.

(l) In no event shall this Agreement be construed more strongly against any one person solely because such person or its representative acted as draftsman hereof, it being acknowledged by the parties hereto that both have been represented by competent legal counsel, that this Agreement has been subject to substantial negotiation, and that all parties have contributed substantially to the preparation of this Agreement.

(m) Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Seller: City of Cordova
Attn: City Manager
P.O. Box 1210
Cordova, Alaska 99574

Purchasers: Joshua E. Hallquist and Karen S. Hallquist
P.O. Box 861
Cordova, Alaska 99574

Escrow Agent: Pacific Northwest Title of Alaska, Inc.
3201 C Street, Suite 110
Anchorage, Alaska 99503

Title Company: Pacific Northwest Title of Alaska, Inc.
3201 C Street, Suite 110
Anchorage, Alaska 99503

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date three (3) days after being placed in the U.S. Mail.

(n) The parties agree to execute such instructions to Escrow Agent and Title Company and such other instruments and to do such further acts as may be

reasonably necessary to carry out the provisions of this Agreement on terms mutually acceptable to Purchasers and Seller.

(o) Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Purchasers with respect to the Property to be conveyed as contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SELLER: CITY OF CORDOVA

By: _____
Mark Lynch, City Manager

PURCHASERS: JOSHUA E. HALLQUIST AND KAREN S. HALLQUIST

By: _____
Joshua E. Hallquist

By: _____
Karen S. Hallquist

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of April 2011, by Mark Lynch, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires: _____

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of April 2011, by JOSHUA E. HALLQUIST and KAREN S. HALLQUIST.

Notary Public in and for Alaska
My commission expires:_____

EXHIBIT A
Legal Description of the Property

Lot 13, Block 13, ORIGINAL TOWNSITE OF CORDOVA, according to Plat Book 1, Page 11, located in the Cordova Recording District, Third Judicial District, State of Alaska.

EXHIBIT B
Form of Deed

CORDOVA RECORDING DISTRICT

AFTER RECORDING, RETURN TO:

Thomas F. Klinkner
Birch Horton Bittner & Cherot
1127 W. 7th Avenue
Anchorage, Alaska 99501-3399

QUITCLAIM DEED

The CITY OF CORDOVA, an Alaska municipal corporation, whose address is P.O. Box 1210, Cordova, Alaska 99574 ("Grantor"), for good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, conveys and quitclaims to JOSHUA E. HALLQUIST and KAREN S. HALLQUIST, whose address is P.O. Box 861, Cordova, Alaska 99574, as tenants in common, all interest which Grantor has, if any, in the following described real property:

Lot 13, Block 13, ORIGINAL TOWNSITE OF CORDOVA, according to Plat Book 1, Page 11, located in the Cordova Recording District, Third Judicial District, State of Alaska.

DATED this ____ day of April 2011.

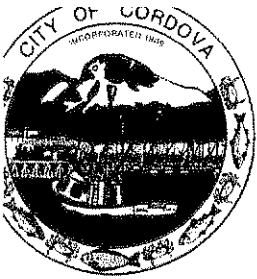
GRANTOR: CITY OF CORDOVA

Mark Lynch, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of April 2011, by Mark Lynch, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires:_____



City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574

Phone: (907) 424-6200
Fax: (907) 424-6000
Email: citymanager@cityofcordova.net
Web: www.cityofcordova.net

CITY OF CORDOVA

Office of City Manager

April 28, 2011

Memo to City Council
Re: ILP Building Construction Loan

Recently the State Bond Bank was contacted concerning the approval by voters at the March election to sell bonds to finance the School District's ILP Building. They do not anticipate a bond sale until mid-summer, and the ILP Building is likely to incur construction expense before those bond proceeds are available. The School District has asked for the City to make a loan in the interim to be repaid when the bond proceeds are available.

Thank you

Mark Lynch
City Manager

**CITY OF CORDOVA, ALASKA
RESOLUTION 05-11-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA
AUTHORIZING THE CITY TO LOAN THE CORDOVA SCHOOL DISTRICT UP TO \$500,000
TO PAY CONSTRUCTION COSTS FOR THE CORDOVA JR/SR HIGH SCHOOL ILP
BUILDING UNTIL SUCH TIME THAT A BOND SALE OCCURS AND THE AMOUNT
LOANED SHALL BE REPAID FROM THE BOND PROCEEDS.**

WHEREAS, pursuant to Resolution 12-10-72, adopted December 15, 2010, a question whether the City should issue general obligation bonds in the principal amount of not to exceed Five Hundred Thousand (\$500,000) for the purpose of paying the cost of planning, design and construction of a Cordova Schools Correspondence Program building, referred to at the regular municipal election held on March 1, 2011 as Proposition No. 1 ('Proposition 1'), was passed and approved; and

WHEREAS, said election has been duly canvassed and the results thereof certified and confirmed in accordance with law, and \$500,000 principal amount of general obligation bonds remains unissued under Proposition 1; and

WHEREAS, a bond sale will not take place until mid summer 2011 and the ILP building project is set to begin construction by June 1, 2011; and

WHEREAS, the city considers the school and related capital improvements authorized herein as necessary and beneficial to the community; and

WHEREAS, the City hereby declares its intent for the loan to be repaid at the time that Bond proceeds become available;

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, does hereby authorize a loan to Cordova School District for up to \$500,000 to pay construction costs for the Cordova Jr./Sr. High School ILP Building until such time that a bond sale occurs and the amount loaned shall be repaid from the bond proceeds.

PASSED AND APPROVED THIS 4th DAY OF MAY, 2011.

Jim Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: April 28, 2011
TO: Mayor and City Council
CC: File
SUBJECT: Resolution 05-11-21

I received this email from the Clerk of the Ketchikan Gateway Borough after her Assembly approved a Resolution exactly as proposed here. Her Mayor asked that Cordova approve a similar resolution and send copies to the President, Secretary of the Interior as well as our Senators, Representative and a Congressman who is quoted in the body of the Resolution (Devin Nunes R-CA).

RECOMMENDED MOTION: Move to approve Resolution 05-11-21

REQUIRED ACTION: Majority voice vote.

Susan Bourgeois

From: Kacie Paxton <kaciep@kgbak.us>
Sent: Wednesday, April 27, 2011 9:56 AM
To: Susan Bourgeois
Subject: KGB Resolution 2322 Commemorating Cordova Coal Party and Supporting Use of Abundant Resources
Attachments: R2322.pdf

Susan:

Mayor Kiffer has asked that I forward Resolution No. 2322 to your community to request support in spreading the word and gaining momentum for the utilization of Alaska's abundant energy resources in a safe and environmentally sound manner. Below is a description of the issue, and Resolution No. 2322 is attached to this email.

On April 18, 2011, the Ketchikan Gateway Borough Assembly adopted Resolution No. 2322 Commemorating the Cordova Coal Party of May 4, 1911, Focusing Attention on the Federal Government's Current Stranglehold on Alaska, and Calling on the President of the United States, U.S. Secretary of the Interior, U.S. Senate, and Congress to Develop Common Sense Policies that Allow Alaska and the Rest of the Nation to Utilize the Nation's Abundant Resources in a Safe, Environmentally Sound Manner that Serves the Best Interests of Americans.

The Ketchikan Gateway Borough recognizes May 4, 2011, as the 100th anniversary of the Cordova Coal Party who took symbolic action to focus attention on the fact that the federal government's misguided policies were actively damaging Alaska's future. One hundred years later, the Ketchikan Gateway Borough Assembly passes this resolution to focus attention on the fact that the federal government has worsened its stranglehold on Alaska and continues to actively damage not only Alaska's future but the future of the entire nation through continued misguided policies.

The Assembly has called on the President of the United States, the U.S. Secretary of the Interior, the U.S. Senate, and Congress to develop common sense energy policies, land use policies, and other public policies that allow Alaska and the rest of the nation to utilize their abundant energy resources in a safe, environmentally sound manner that serves the best interests of Americans.

Mayor Kiffer has asked that this be sent to your community to ask that a similar resolution be adopted to help in this effort.

Cordially,
Kacie

Kacie Paxton, MMC
Borough Clerk
Ketchikan Gateway Borough
907.228.6604 ph 907.228.6697 fax
www.kgbak.us

**CITY OF CORDOVA, ALASKA
RESOLUTION 05-11-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA
COMMEMORATING THE CORDOVA COAL PARTY OF MAY 4, 1911, FOCUSING
ATTENTION ON THE FEDERAL GOVERNMENT'S CURRENT STRANGLEHOLD ON
ALASKA, AND CALLING ON THE PRESIDENT OF THE UNITED STATES, U.S.
SECRETARY OF THE INTERIOR, U.S. SENATE, AND CONGRESS TO DEVELOP COMMON
SENSE POLICIES THAT ALLOW ALASKA AND THE REST OF THE NATION TO UTILIZE
THE NATION'S ABUNDANT RESOURCES IN A SAFE, ENVIRONMENTALLY SOUND
MANNER THAT SERVES THE BEST INTERESTS OF AMERICANS**

WHEREAS, as part of his "Progressive thinking," President Theodore Roosevelt issued an executive order in 1906 prohibiting additional coal mining within the public domain in Alaska; and

WHEREAS, coal reserves were further locked up by the creation of the Chugach National Forest in 1907 and its subsequent expansion to include the bulk of the Bering River coal fields around Katalla; and

WHEREAS, President William Howard Taft, who succeeded Theodore Roosevelt as President of the nation, continued these same policies and the coal remained untouchable; and

WHEREAS, for Alaska, the coal reservations had the effect of not only impeding mining operations but also construction of railroads and other important development; and

WHEREAS, railroads, steamships, and locals were paying \$11.00 to \$12.00 per ton for imported coal when high-grade coal was readily available from the Bering fields for \$2.50 to \$3.50 per ton; and

WHEREAS, coal tonnage that was historically a ready and reliable source of freight revenue for the West's railroads was unavailable to railroads in Alaska; and

WHEREAS, nowhere was the resentment over the actions by Presidents Theodore Roosevelt and William Taft higher than in Cordova, where the completion of the Copper River and Northwestern Railway to Kennecott was supposed to be the first step in ensuring a route that led all the way to Fairbanks; and

WHEREAS, on May 4, 1911, with visions of tea being dumped into Boston Harbor on December 16, 1773, three hundred Cordova businessmen and citizens armed themselves with shovels and marched to the wharf of the Alaska Steamship Company and proceeded to shovel several hundred tons of imported British Columbia coal into Orca Bay; when Richard J. Barry, the company's general agent, demanded that this "Cordova Coal Party" cease, he was met with continued shoveling and shouts of "Give us Alaska Coal;" and

WHEREAS, there were indeed parallels to be drawn between the Cordova Coal Party and the Boston Tea Party; some, including the *Seattle Times*, were quick to point out the decidedly Alaskan character of the Cordova affair: The Bostonians of 1773 had gone "in the dead of night . . . and disguised as Indians," the paper noted, whereas the Alaskans marched unabashedly in broad daylight; even the far-off *Philadelphia Bulletin* called the event "a demonstration of a not unreasonable impatience with the dilatory federal policy relating to the development of Alaskan resources;"

WHEREAS, in nearby Katalla, which was still hoping to become the gateway to the Bering coal fields, Gifford Pinchot was burned in effigy amid a flurry of posters plastered around town that proclaimed:

PINCHOT, MY POLICY

Not patents to coal lands!
All timber in forest reserves!
Bottle up Alaska!
Save Alaska for all time to come!

WHEREAS, the words proclaimed in Katalla were mild compared to what journalist George E. Baldwin later wrote about Pinchot after the forester visited Alaska: “When the high priest of conservation, the prince of shadow dancers, recently visited Alaska to gloat over his handiwork of empty houses, deserted villages, dying towns, arrested development, bankrupt pioneers, and blasted hopes of sturdy, self-reliant American citizens, it is a striking comment on the law-abiding character of our people that he came back at all;” and

WHEREAS, a century after the Cordova Coal Party, federal involvement in Alaska continues to obstruct and stop the development of the vast resources of the state; and

WHEREAS, the United States, particularly Alaska, has huge storehouses of energy that lie untapped due to misguided federal policies as recently addressed by Congressman Devin Nunes:

[H.R. 5899, A Roadmap for America’s Energy Future] expands oil production in the far reaches of northern Alaska, off our shores, and in the lower 48 states through oil shale deposits.

“Due to misguided government policies, many of our domestic energy resources sit idle, untapped and underutilized. The United States has an estimated two trillion barrels of oil shale. This is more than seven times the amount of crude oil reserves found in Saudi Arabia, and is enough to meet current U.S. demand for over 200 years. Tapping this homegrown resource would not only help address a huge component of our domestic energy needs, but would provide thousands of new jobs throughout the West- a region currently suffering from the highest comprehensive unemployment in the country. With soaring unemployment and rising energy costs, it’s time we put Americans back to work and domestic resources into play. That is precisely what the Energy Roadmap does;

and

WHEREAS, the federal government, through its misguided policies has:

- 1) damaged not only Alaska’s economic future but that of our entire country by not developing the energy reserves of Alaska and the rest of the nation;
- 2) exported our money instead of keeping our money at home;
- 3) outsourced our energy jobs to other countries instead of hiring Americans;
- 4) increased our debt and inflated our currency;
- 5) increased our negative trade imbalance; and
- 6) relied on other countries including those whose interests are often adversarial to the United States to set the price for energy supplies;

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE FACTS, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA as follows:

Section 1. That the City of Cordova recognizes May 4, 2011, as the 100th anniversary of the Cordova Coal Party patriots who took symbolic action to focus attention on the fact that the federal government’s misguided policies were actively damaging Alaska’s future.

Section 2. One hundred years later, the City Council of the City of Cordova passes this resolution to focus attention on the fact that the federal government has worsened its stranglehold on Alaska and continues to actively damage not only Alaska's future but the future of the entire nation through continued misguided policies.

Section 3. The City Council calls on the President of the United States, the U.S. Secretary of the Interior, the U.S. Senate, and Congress to develop common sense energy policies, land use policies, and other public policies that allow Alaska and the rest of the nation to utilize their abundant energy resources in a safe, environmentally sound manner that serves the best interests of Americans.

Section 4. This resolution is effective immediately.

Section 5. A copy of this resolution shall be provided immediately to:

- 1) President Barack Obama,
- 2) U.S. Secretary of the Interior Ken Salazar,
- 3) Senator Lisa Murkowski,
- 4) Senator Mark Begich,
- 5) Congressman Don Young, and
- 6) Congressman Devin Nunes.

PASSED AND APPROVED THIS 4th DAY OF MAY, 2011.

Jim Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

Memorandum

To: Cordova City Council
From: Samantha Greenwood, City Planner
Date: 4/26/2011
Re: Site Plan Review – Trident Seafood North Screen House

PART I. GENERAL INFORMATION

File No.: Lot 7 Block 1 Cordova Industrial Park
Requested Actions: Site Plan Review
Applicant: Trident Seafood North Plant
Owners Name: Trident Seafood Corporation
Address: 5303 Shilshole Ave. NW
Parcel Number: 02-060-213
Zoning: Cordova Industrial Park
Lot Area: 18,000 Square Feet

Attachments:

Site Plan Application
Site Plan
Planning and Zoning Memo
Location Map

PART II. BACKGROUND

Trident Seafood Inc. submitted a site plan to build a screen house in the water front industrial zone. The screen house is approximately 1200 square feet and is described in the attached site plan. The Planning and Zoning Commission reviewed and unanimously passed the site plan at their special meeting on April 8, 2011.

PART VI. STAFF RECOMMENDATION

Staff recommends that the City Council **APPROVE** the site plan presented by Trident Seafood Inc. for the construction of the 1200 square foot screen room.

PART VII. SUGGESTED MOTION

"I move that the City Council pass the Resolution approving the site plan submitted by Trident Seafood Inc. to construct a screen house in the waterfront industrial zone.

**CITY OF CORDOVA, ALASKA
RESOLUTION 05-11-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING A SITE PLAN FOR TRIDENT SEAFOODS INC. TO CONSTRUCT A
1,200 SQUARE FOOT SCREEN HOUSE ON LOT 7, BLOCK 1, CORDOVA
INDUSTRIAL PARK**

WHEREAS, Trident Seafoods Inc. submitted a site plan proposal for placement of a 1,200 square foot screen house on lot 7, block Cordova Industrial Park; and

WHEREAS, the Planning and Zoning Commission, at its meeting held on April 18, 2011, reviewed the subject proposal and found it to be consistent with current zoning laws; and

WHEREAS, the Planning and Zoning Commission recommends that the City Council approve the site plan;

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby approves the site plan for Trident Seafood Inc. to construct a 1,200 square foot screen house on lot 7, block 1, Cordova Industrial Park.

PASSED AND APPROVED THIS 4TH DAY OF MAY, 2011.

Jim Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

SITE PLAN REVIEW - ZONING APPLICATION CITY OF CORDOVA

INSTRUCTIONS


Print or type requested information. Incomplete applications will be returned to the applicant and will delay the processing of your request. All applications must be filed with the Planning Department **21 days prior to** the next Planning Commission meeting date.

TYPE OF REQUEST	FEE
Site Plan Review	varies
Residential	\$50
Multi-Family	\$100
<input checked="" type="checkbox"/> Commercial	\$150
Industrial	\$200

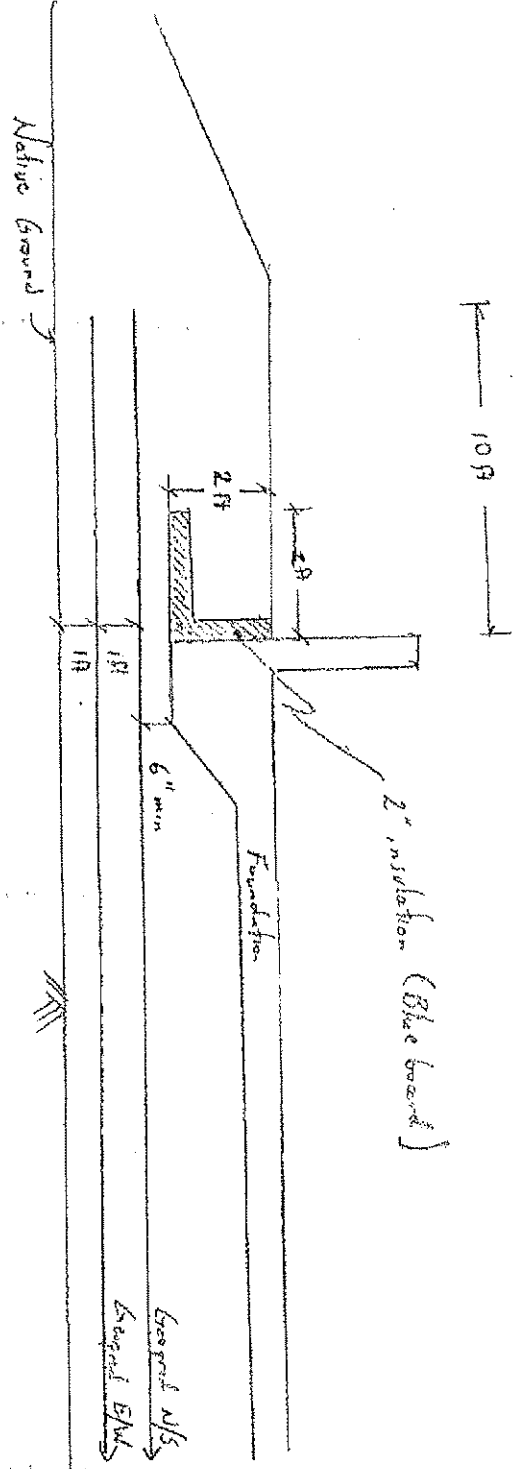
APPLICANT INFORMATION	
Name	TRIDENT SEAFOOD CORP
Address	301 SEAFOOD LANE
Telephone [home]	907.434.4601
Business Name	SAME AS ABOVE
Business Address	—
Telephone [business]	—
Business FAX	—
Project architect/engineer	TRIDENT SEAFOODS CORP.
Address of architect/engineer	5303 SHILSHOLE AVE N.W.
Telephone of architect/engineer	206.783-3818

PROPERTY/PROJECT INFORMATION	
Address of subject property	211 Seafood Lane
Parcel identification number	02-060-213
Property owner [name/address]	TRIDENT SEAFOODS CORPORATION
Current zoning	WATERFRONT INDUSTRIAL
Proposed use	SCREEN HOUSE
Construction start date	3-24-2011
WAA	

ZONING APPLICATION	
Owner of property (if different than applicant). If multiple owners, list names and addresses of each and indicate ownership interest. Attach additional sheet if necessary.	
Real Estate Firm/Broker handling sale of property. Provide name and address. Note: <i>If you do not own the property, you must provide a copy of a Purchase Agreement or instrument acceptable to the city indicating the owner is fully aware of, and in agreement with, the requested action.</i>	
City Business License Permit Number (if applicable)	

APPLICANT CERTIFICATION	
<p>By the signature(s) attached hereto, I (we) certify that the information provided within this application and accompanying documentation is, to the best of my (our) knowledge, true and accurate. Furthermore, I (we) hereby authorize the City and its representatives to enter the property associated with this application for purposes of conducting necessary site inspections.</p>	
By:  (Signature)	By: _____ (Signature)
Name: <u>Glen W Sammis</u> (Type/Print)	Name: _____ (Type/Print)
Date: <u>3-23-11</u>	Date: _____
<p>**A Building Permit for property within the City of Cordova expires eighteen (18) months after the date it is issued. **</p>	
CITY USE ONLY - PLEASE DO NOT WRITE IN THIS SECTION	
ITEM	ACTION
Date application received:	
Date application deemed complete:	
Fee paid:	
Staff review date/reviewer name:	
Other:	

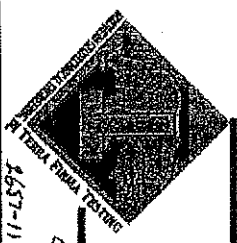
1. Please describe the proposed construction/alteration and intended use: Erect
New 24'x50' Building to meet current standards
to Recover previous waste Product to make
Fish oil and Hydrolyzate.
2. Please give dimensions, height and square footage of construction: 10' high / 1200 sq. FT
3. Intended use: { } Single Family { } Duplex { } Multifamily { ☒ } Commercial/Industrial
 { } Home Occupation (describe) _____ { } Mobile Building { } Change of use
4. Number of Living Units: 0
5. Number of Bedrooms: 0
6. Has a variance been granted? { } Yes { ☒ } No
7. Is there a new: { } Garage? { } Carport? Is it attached to the residence? { } Yes { ☒ } No
8. Is there an apartment above the garage? { } Yes { } No
9. Off-street parking: Existing ☒ Proposed _____
10. Required Setbacks: Front _____ Left Side _____ Right side _____ Rear _____ Height _____
11. Proposed Setbacks: Front _____ Left Side _____ Right side _____ Rear 20' Height 10'
- NOTE: Property owners with a private sewage system need a ADEC permitted sewer system design before Permit can be issued. Please contact ADEC at 907-269-7599.
12. Sewage Disposal:
 { } Private marine outfall: { } Existing { } New Specify owner/location: N/A
 { } Private on-site sewer: { } ADEC Certification Attached
13. Water supply: { } Cistern (show on site plan) { ☒ } City { } Well (show on site plan)
14. Is the construction occurring on a grandfathered structure (built prior to August 7, 1967)? NO
15. Is there a building currently on the property? { ☒ } Yes { } No
 If YES, an As-built survey must be attached.
16. Which licensed surveyor will be doing your foundation/as-built Survey? Steven Peters
17. Is your driveway exit and adjoining roads shown on the site plan? { ☒ } Yes { } No
 Are you building a new driveway that exits onto a State road or highway? { } Yes { ☒ } No
 If YES, an ADOT Driveway Permit is required. (See bottom page 4)
18. Does this property contain drainages, creeks, wetlands or other water features? { } Yes { } No
 Does your lot abut salt water? { ☒ } Yes { } No
 Have you or will you be using fill to develop your lot? { ☒ } Yes { } No
- If you answered YES to any of the above three questions, you may need to contact the U.S. Army Corps of Engineers or other State agencies about additional permitting requirements.. Please see Planning staff for information.
19. Is this permit for a tax-exempt use? { } Yes { } No
20. Has a Conditional Use Permit been issued? { } Yes { ☒ } No
21. Is this permit for a mobile building? { } Yes { ☒ } No
 Year _____ Model _____ Serial No. _____
22. Is your property within a Flood Plain? (see staff for interpretation) _____
 Please attach the Elevation Certificate/Flood Hazard
- ** All properties in Cordova are located within the Cordova Coastal Management Plan.**
23. Is your property within the Eyak Lake Area Meriting Special Attention? { } Yes { ☒ } No



Geogrid: For Uniaxial E/W = short direction of building
 N/S = long direction of building

Minimum Long-Term Allowable Strength 2700 lb/ft

$$44' \times 76' \times 4' = 456 \text{ yds/}$$

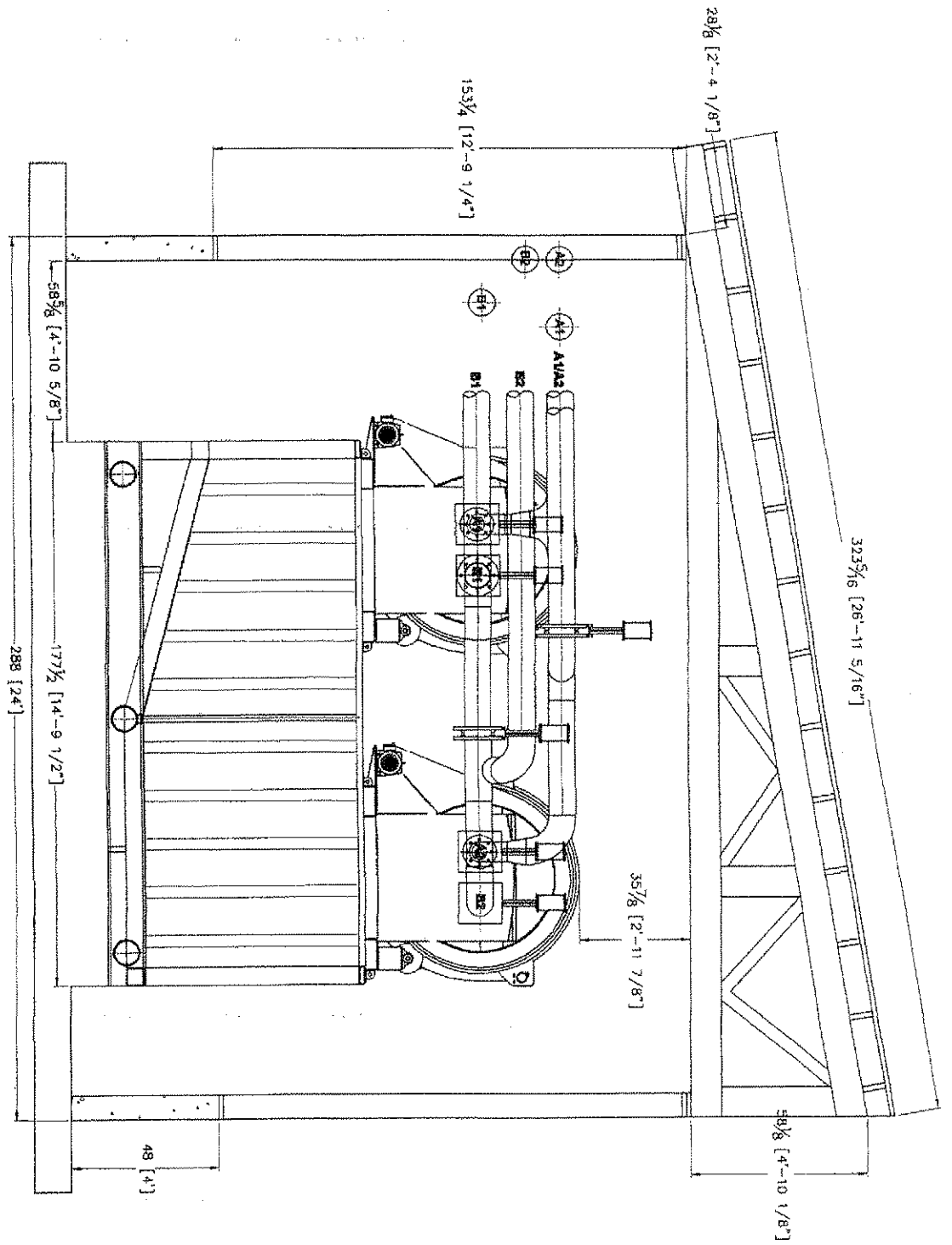


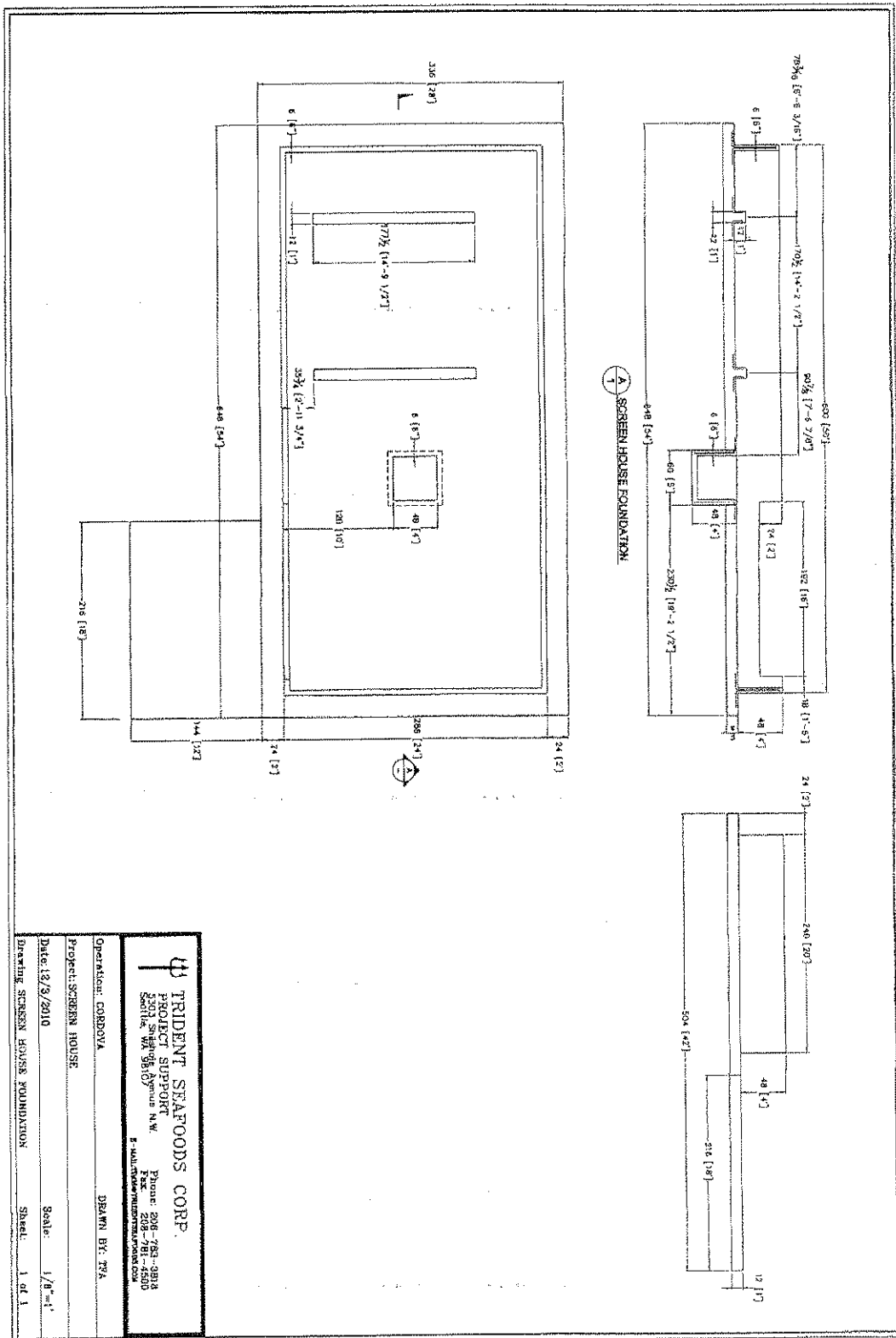
REINFORCED PAD
 CROSS-SECTION

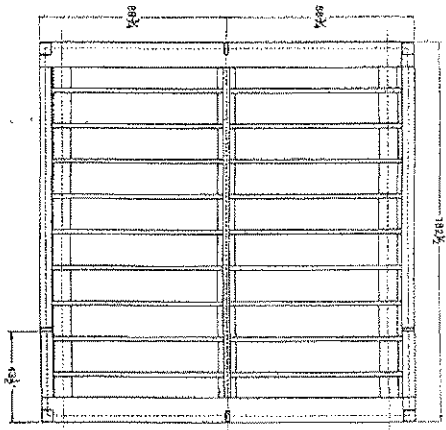
Cordon Screen House

2657-11

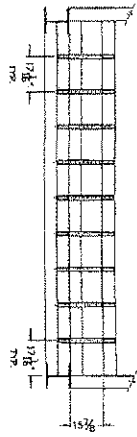
FIG. 2







15 BASE FRAME RAIL LAYOUT PLAN VIEW



16 BASE FRAME RAIL LAYOUT SIDE VIEW

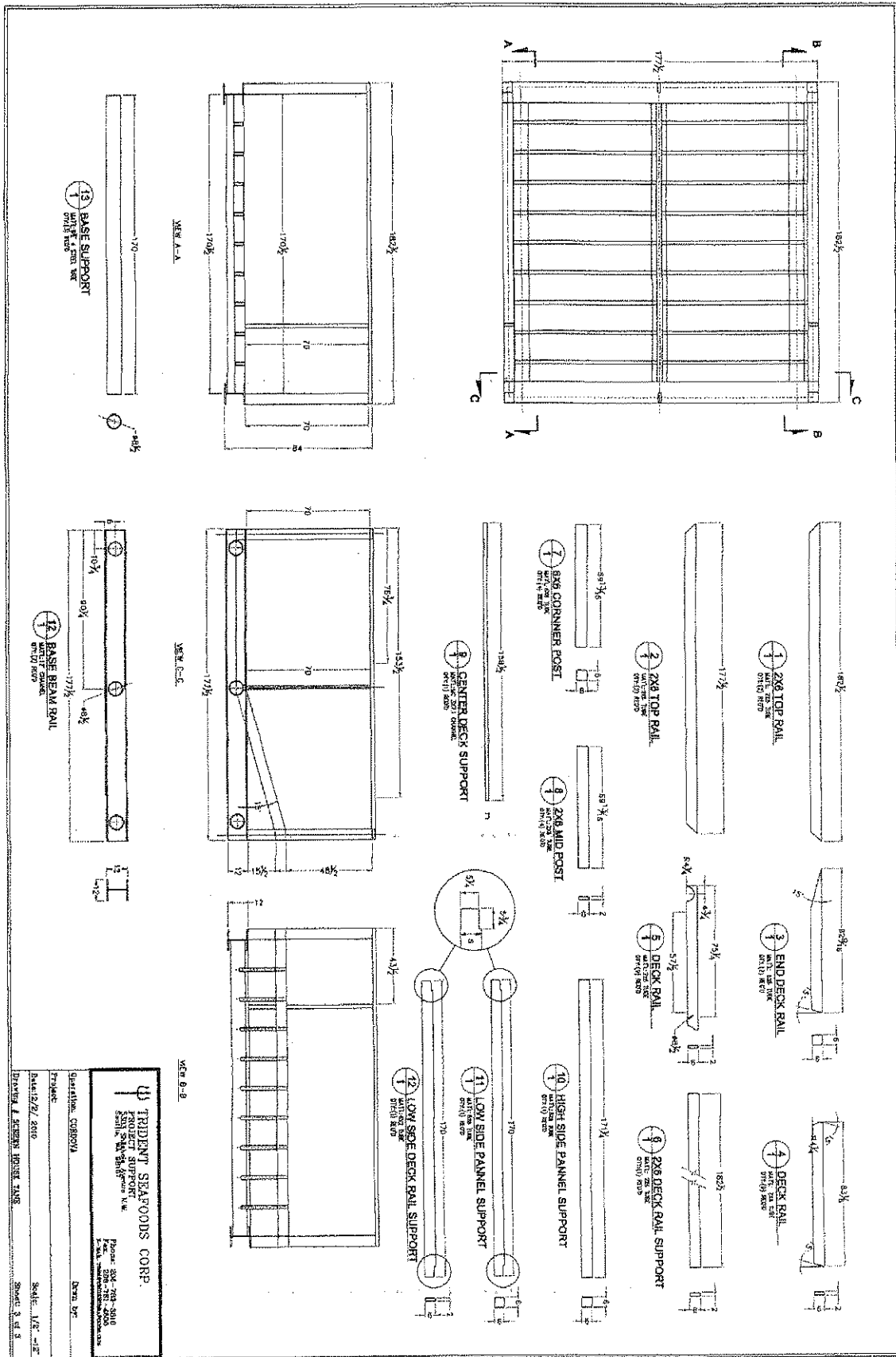


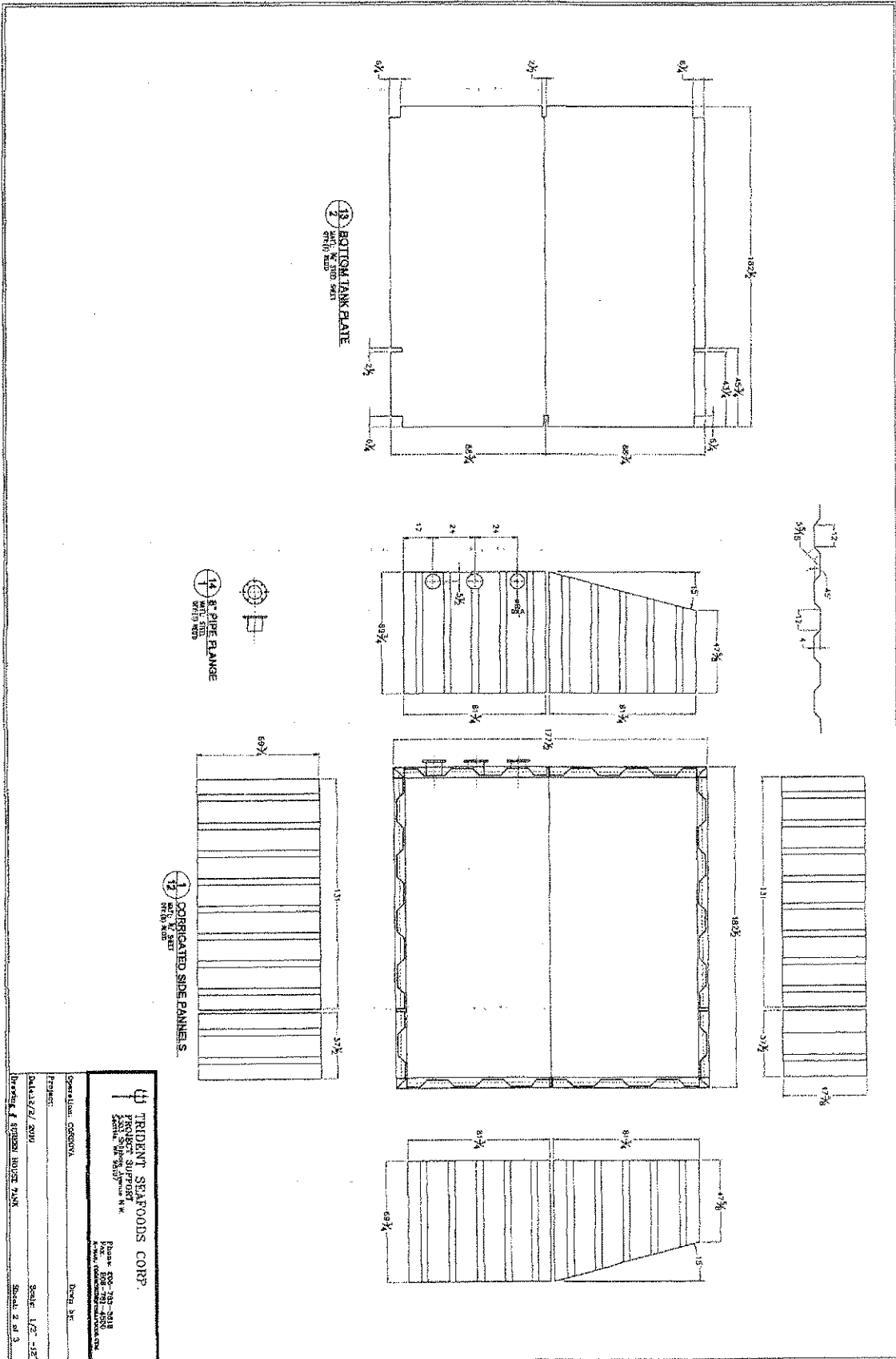
18 TANK BOTTOM PLATE
SECTION 1000-1000



17 BASE FRAME LAYOUT PROFILE VIEW

TRIDENT SEAFOODS CORP. 2501 S.W. 10th Ave. Fort Lauderdale, FL 33304 Phone: 954-781-5415 Fax: 954-781-5416 E-mail: info@tridentseafoods.com	
Project: Date: 10/12/2010 Drawing: 1000-1000	Rev: 01 Date: 1/1/2011 Sheet: 3 of 3





Memorandum

To: Planning Commission
From: Samantha Greenwood, City Planner
Date: 4/26/2011
Re: Site Plan Review – Trident Seafood North Screen House

PART I. GENERAL INFORMATION

File No.: Lot 7 Block 1 Cordova Industrial Park
Requested Actions: Site Plan Review
Applicant: Trident Seafood North Plant
Owners Name: Trident Seafood Corporation
Address: 5303 Shilshole Ave. NW
Parcel Number: 02-060-213
Zoning: Cordova Industrial Park
Lot Area: 18,000 Square Feet

Attachments:

Site Plan Application
Location Map
Site Plan

PART II. BACKGROUND

Trident Seafood is proposing to build a screen house on Lot 7 Block 1 in the Cordova Industrial Park. This building will be used to screen and drain all waste products the screened waste will be used at the oil rendering plant. The screen house will allow maximum use of waste products and eliminate a substantial amount of waste that has previously been dumped.

Chapter 18.32	Waterfront Industrial District
Chapter 18.42	Site Plan Review
Chapter 18.44	Signs
Chapter 18.48	Off-street Parking, Loading and Unloading

PART III. REVIEW OF APPLICABLE CRITERIA AND SUGGESTED FINDINGS

1. Uses within the waterfront commercial park district are intended to be water-dependent or water-related, and primarily those uses that are particularly related to location, recreation or commercial enterprises that derive an economic or social benefit from a waterfront location.

Trident is a seafood processing plant and is dependent on waterfront access.

2. A site plan review is required in the waterfront industrial prior to a building permit being issued.

A site plan has been submitted which meet the requirements in 18.42.

3. Signs are allowed in the Waterfront Industrial Park District, subject to type, size and location.

The proposed building will not require a sign.

4. Off street parking requirements for the industrial zone and for manufacture uses is one space for every two employees, plus as required if retail or warehouse uses on premises.

This building will not require additional employees and will not be staffed day to day. Parking for employees is provided by Trident here and other lots.

PART VI. STAFF RECOMMENDATION

Staff recommends that the Planning Commission forward a recommendation to the City Council to **APPROVE** the site plan review requested by Trident Seafood Corporation for the construction of the 1200 square foot screen house on Lot 7, Block 1 in the Cordova Industrial Park.

PART VII. SUGGESTED MOTION

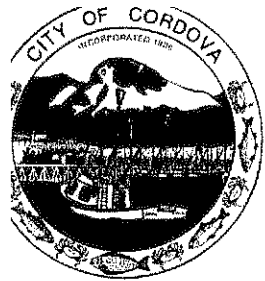
"I move that the Site Plan by Trident Seafoods Corporation to construct a 1,200 square foot Screen House on Lot 7, Block 1, Cordova Industrial Park be ***APPROVED*** based upon the findings as contained in the staff report."

5.36.035 - Statutory property exemptions.

- A.** The real property owned and occupied as the primary residence and permanent place of abode by a: (1) resident sixty-five years of age or older; (2) disabled veteran; or (3) resident at least sixty years old who is the widow or widower of a person who qualified for an exemption under subsection (A)(1) or (2) of this section, is exempt from taxation on the first one hundred fifty thousand dollars of the assessed value of the real property. Only one exemption may be granted for the same property and, if two or more persons are eligible for an exemption for the same property, the parties shall decide between or among themselves who is to receive the benefit of the exemption. Real property may not be exempted under this subsection if the assessor determines, after notice and hearing to the parties, that the property was conveyed to the applicant primarily for the purpose of obtaining the exemption. The determination of the assessor may be appealed under AS 44.62.560—44.62.570.
- B.** To be eligible for an exemption under subsection (A) of this section for a year, the individual applying for an exemption must also meet requirements under one of the following:
1. The individual shall be eligible for a permanent fund dividend under AS 43.23.005 for that same year or for the immediately preceding year; or
 2. If the individual has not applied or does not apply for one or both of the permanent fund dividends, the individual would have been eligible for one of the permanent fund dividends identified in subsection (B) (1) of this section had the individual applied.
- C.** An exemption may not be granted under subsection (A) of this section, except upon written application for the exemption on a form approved by the state assessor for use by local assessors. A separate application must be filed no later than January 15 of each assessment year for which the exemption is sought. The city council, for good cause shown, may authorize the assessor to accept as timely filed an application filed after January 15 and before May 1 of the assessment year for which the exemption is sought. An application received after May 1 will be accepted as an application for the following assessment year. If the application is filed within the required time and is approved by the assessor, the assessor shall allow an exemption in accordance with the provisions of this section. The assessor shall require proof in the form the assessor considers necessary of the right to and amount of an exemption claimed under subsection (B) of this section and shall require a disabled veteran claiming an exemption under subsection (B) of this section to provide evidence of the disability rating. The assessor may require proof under this subsection at any time:
1. The property shall not qualify for an exemption if there is property tax, penalty or interest owing at the time of application;
 2. If property is occupied by a person other than the eligible applicant and his/her spouse and minor children, an exemption applies only to the portion of the property permanently occupied by the eligible applicant and his/her spouse and minor children as a permanent place of abode;
 3. It shall be the responsibility of every person who obtains an exemption under this section to notify the assessor of any change in ownership, residency, permanent place of abode or status of disability. A disabled veteran who has less than a permanent disability must submit an official disability percentage letter each year prior to January 15 showing a fifty percent or greater disability.
- D.** In this section:
1. "Disabled veteran" means a disabled person:
 - a. Separated from the military service of the United States under a condition that is not dishonorable, who is a resident of the state, whose disability was incurred or aggravated in the line of duty in the military service of the United States, and whose disability has been rated as fifty percent or more by the branch of service in which that person served or by the veterans' administration; or
 - b. Who served in the Alaska territorial guard, is a resident of the state, whose disability was incurred or aggravated in the line of duty while serving in the Alaska territorial guard, and whose disability has been rated as fifty percent or more;
 2. "Own and occupy" means:
 - a. Possession of an interest in real property, which interest is recorded in the office of the district recorder, or if unrecorded, is attested by a contract, bill of sale, deed of trust, or other proof in a form satisfactory to the assessor; and
 - b. Living on that property as one's primary residence;
 3. "Permanent place of abode" means a dwelling in which the person resides at least one hundred eighty-five days in the year prior to the exemption year and when absent, the dwelling is not leased or rented to another. This includes, but is not limited to, a mobile home or condominium and includes lots or outbuildings, or an appropriate portion thereof, which is necessary to convenient use of the dwelling unit;
 4. "Resident" means an applicant who has a fixed habitation in the state of Alaska for at least one hundred eighty-five days per calendar year, and, when absent, intends to return to the state of Alaska;

5. "Senior citizen" means one who is sixty-five years of age or older before January 1 of the exemption year.
- E. When any real property exempt from taxation is leased, loaned or otherwise made available to or used by a private person, such person's interest shall be taxable. Taxes shall be assessed to such person and collected in the same manner as taxes assessed to owners of real property, except that taxes assessed shall be a lien only on the interest of such person in the property. When due, taxes so assessed shall constitute a debt due from such person to the city, and shall be recoverable by an action against such person. This remedy is available as an alternative to or as addition to the remedy of foreclosure of the interest of the person in the property.
- F. Temporary exemption from taxation of certain increases in assessed value of improvements.
1. There is an exemption from taxation for the increase of assessed value that is directly attributable to landscaping, or new exterior maintenance or repair of an existing structure, and if the landscaping, exterior maintenance or repair, when completed, enhances the exterior appearance or aesthetic quality of the land or structure. An exemption may not be allowed under this subsection for the construction of an improvement to a structure if the principal purpose of the improvement is to increase the amount of space for occupancy or nonresidential use in the structure or for landscaping as a consequence of construction activities. An exemption under this subsection continues for three years commencing with the year in which the exemption is approved by the assessor.
 2. An application for exemption under this subsection shall be filed with the assessor no later than March 1 of the year immediately following the year in which the landscaping, or exterior maintenance or repair of an existing structure, that is the subject of the application in whole or in part, may be appealed to the board of equalization, as provided in Section 5.36.130 of this chapter.
 3. An exemption granted under this subsection expires at the end of three years and cannot be renewed. The granting of an exemption under this subsection does not affect changes in the assessed value of property that are attributable to causes other than the landscaping or exterior maintenance or repair of an existing structure that is the basis for the exemption. A reappraisal will be required prior to granting of a subsequent exemption.

(Ord. No. 1053, § 2, 9-2-2009)



City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574
Phone: (907) 424-6200
Fax: (907) 424-6000
Email: citymanager@cityofcordova.net
Web: www.cityofcordova.net

CITY OF CORDOVA

Office of City Manager

April 28, 2011

Memo to City Council
Re: Harborside Pizza

I received the attached letter from Brian Wildrick on April 27, 2011. In this letter Mr. Wildrick asks for three specific alternative solutions. He asks for it to be applied to closing costs, for the City to defer tax payments, or to reduce the purchase price of the property. He also suggests he would be open to Council applying "this amount in some form."

His option of applying to closing costs would be approximately \$2000.

His option concerning property tax deferral or exemption does not meet the requirements set forth in sections (B)(1) or (B)(2) of City Code 5.36.037 "Economic development property exemptions" which reads:

A. The assessed value of property used for economic development, as defined in this section, may be exempt from city property taxes, under the conditions listed in this section.

B. "Property used for economic development," as used in this section, means that part of real or personal property, as determined by the city assessor, that:

- 1. Has not previously been taxed as real or personal property by the city;*
- 2. Is used in a trade or business that is not already in existence within the city and such use will:*
 - a. Create employment in the city; and*
 - b. Generate sales outside of the city of goods or services produced in the city; or*
 - c. Materially reduce the importation of goods or services from outside the city.*

3. Has not been used in the same trade or business in another municipality in at least six months before the application for deferral or exemption is filed; this paragraph does not apply if the property was used in the same trade or business in an area that has been annexed to the municipality within six months before the application for deferral or exemption is filed and this paragraph does not apply to inventories.

His option to reduce the sale price is not allowable under City Code section 5.22.050(A) "Disposal for fair market value" which reads:

Except as this chapter provides otherwise, all disposals of interests in city real property shall be for fair market value. The city may accept in exchange for an interest in city real property any consideration of sufficient value not prohibited by law.

After review of Mr. Wildrick's letter the only remaining option that I find viable is the direct refund of a portion of his lease payments, which could be accomplished by passage of a Resolution at a future meeting.

Thank you

Mark Lynch
City Manager

Brian Wildrick DBA Harborside Pizza
P.O. Box 1606
Cordova, Alaska 99574

27 April 2011

Dear Mr. Lynch,

Harborside Pizza is asking to work with City Council to develop a purchase agreement for Lot 8 Block 2 that applies \$20,000 in rent I have paid for this property toward the City's offered sale price of \$60,000 plus transaction costs. If the city applies this amount in some form, by covering closing costs, deferring tax payments or reducing property sale price by \$20,000, we could avoid the delay of at least 2 years by eliminating the need for a bank loan application and repayment. This action will advance us to the next step in financing our construction project and completing our proposed development within a timeframe reasonable to us and the City.

We are asking for a performance period of at least 5 years to develop the property according to our plan, if the \$20,000 in rent payments is applied. If the rent payments are not applied, it will be necessary to extend the timeframe at least 2 years.

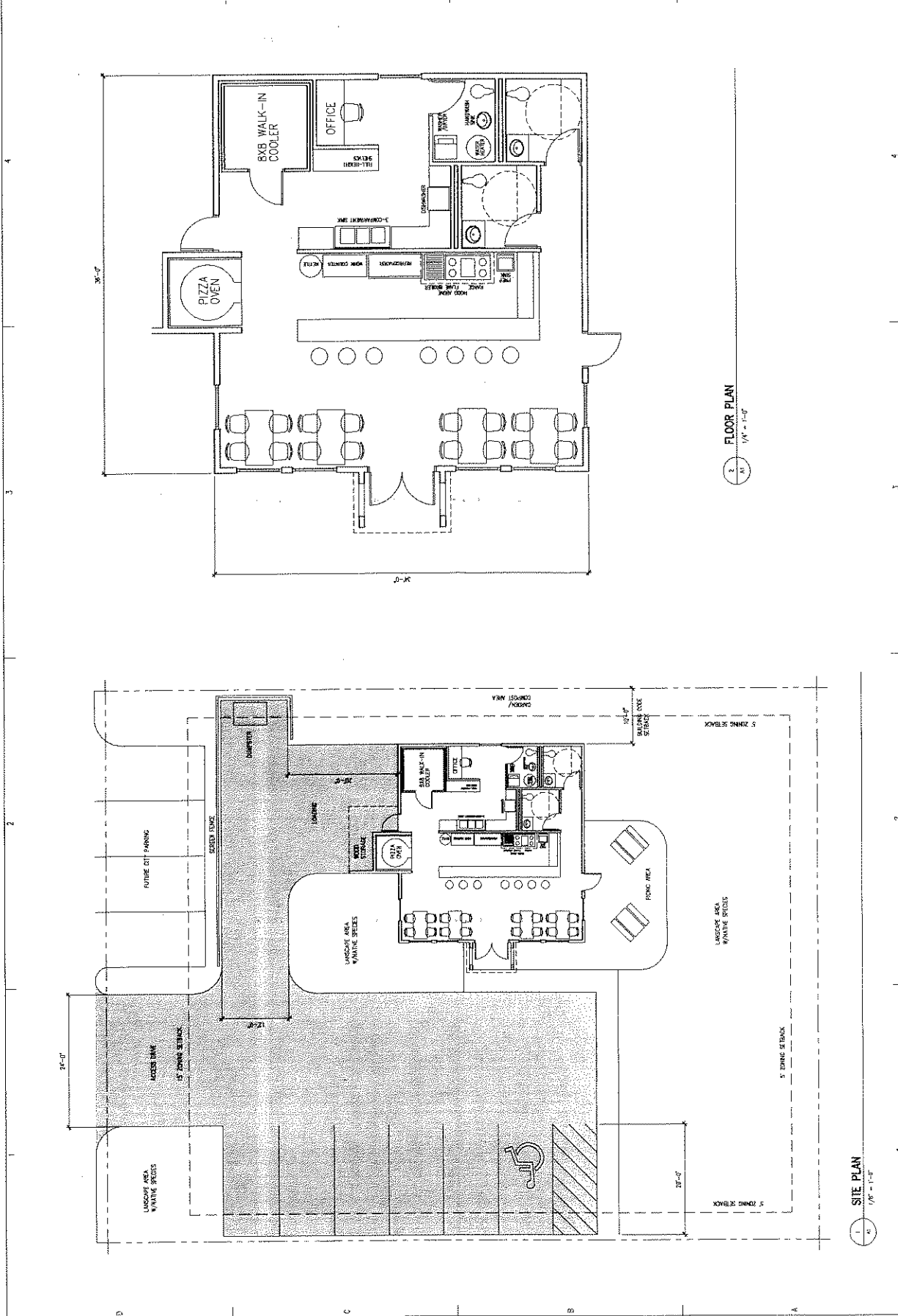
I look forward to discussing this at the Council meeting, please let me know if you have any questions beforehand. Thank you for your time so that we may finalize our purchase agreement as soon as possible.

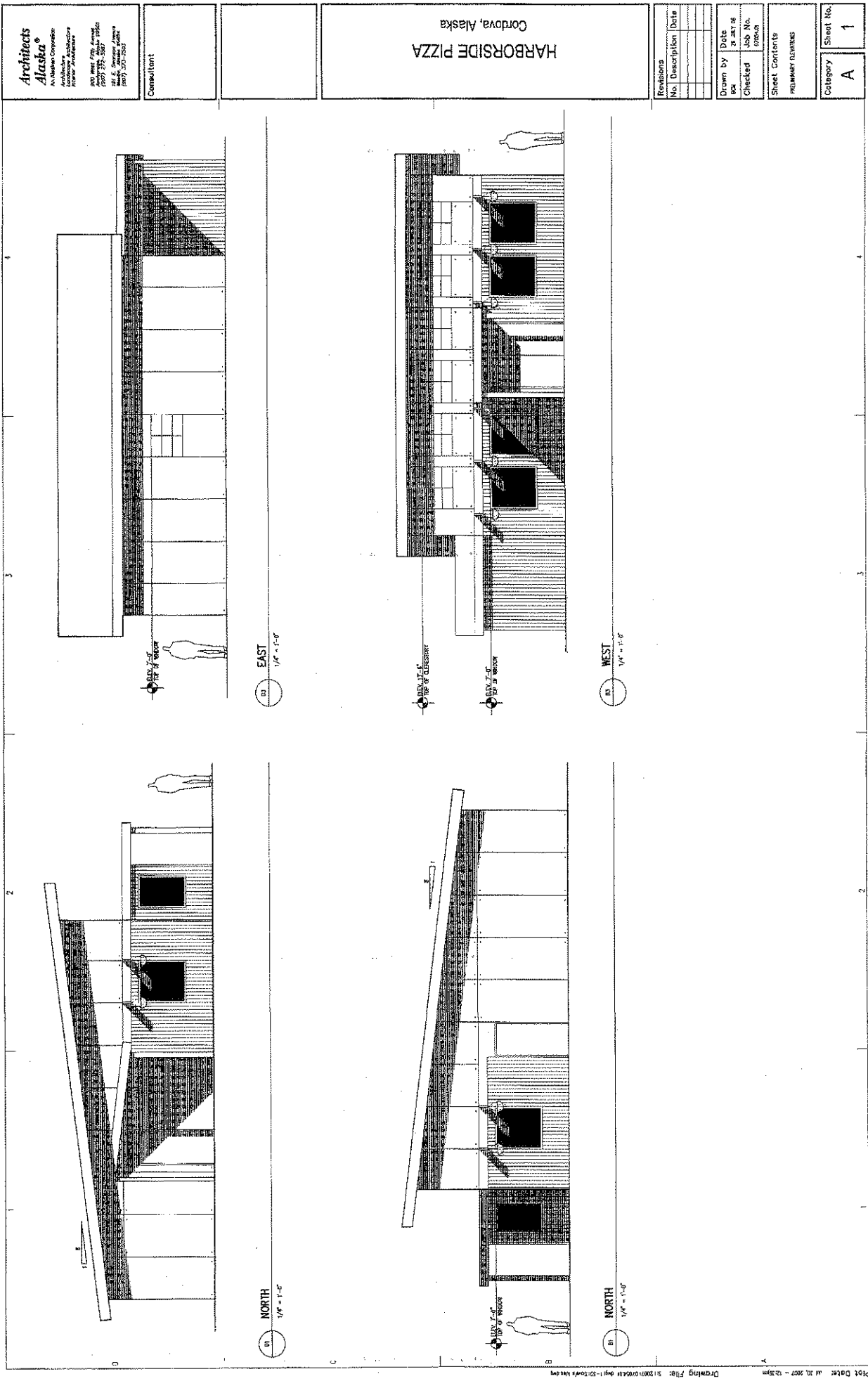
I am submitting our site plan materials with this request for your information.

Sincerely,

Brian Wildrick

Architects Alaska An Alaska Corporation Architects 600 West 7th Avenue, Suite 200 Anchorage, Alaska 99501 (907) 335-1597 Fax: (907) 335-1598 Web: www.alaskaarchitects.com		Consultant		Cordova, Alaska HARBORSIDE PIZZA	
Revisions No. Description Date		Drawn by Date		Checked by Job No. Date	
Sheet Contents PRELIMINARY SITE PLAN & FLOOR PLAN		Category A		Sheet No. 1	





PENDING AGENDA

Capital Priorities List Meeting – **June 2011, September 2011, December 2011**

Redistricting Work Session – TBA

City Clerk's annual evaluation – **May 4, 2011**

Committees:

Cordova Center Committee: Tim Joyce, Sylvia Lange, VACANCY, Darrel Olsen, Larue Barnes, VACANCY, Valerie Covell, David Roemhildt, Dan Logan, Nancy Bird, and Cathy Sherman

Fisheries Advisory Committee: David Reggiani, PWSAC; Ken Roemhildt, Seafood Sales; Jim Holley, AML; Torie Baker, Marine Advisory Program Coordinator; VACANCY; and Brian Marston, ADF&G

Cordova Trails Committee: Elizabeth Senear, VACANCY, Jim Kallander, Toni Godes, and David Zastrow

E911 RFP Committee: Dick Groff – Chairman, Gary Graham, Chief Baty, Mike Hicks, Oscar Delpino, Dave Allison, Bret Bradford

Public Services Building Design Committee: David Reggiani - Chairman, Chief Baty, Martin Moe, Jim Kacsh, Dick Groff, Mike Hicks, Tom Bailer

May 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 7:00 Wksn—Cdv Ctr 7:30 reg mtg Clerk's eval	5	6	7
8	9	10 P&Z Commission Mtg 7pm CH	11 Hrbr Cms 7pm CH HSB 7pm LMR Sch Bd 7pm HSL	12	13	14
15	16	17	18 7:30 reg mtg LMR	19	20	21
22	23	24	25	26	27	28
29 60	30 Memorial Day City Hall offices closed	31	Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib			Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib

June 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib			1 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	2	3	4
5	6	7	8 Hrbr Cms 7pm CH HSB 7pm LMR Sch Bd 7pm HSL	9	10	11
12	13	14 P&Z Commission Mtg 7pm CH	15	16	17	18
19	20	21	22 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	23	24	25
26	27	28	29	30		Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib
61						

July 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib					1	2
3	4 Independence Day City Hall offices closed	5	6 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	7	8	9
10	11	12 P&Z Commission Mtg 7pm CH	13 Hrbr Cms 7pm CH HSB 7pm LMR Sch Bd 7pm HSL	14	15	16
17	18	19	20 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	21	22	23
24	25	26	27	28	29	30
31 62					Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib	